

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is made and entered into as of the Effective Date (defined below) between Gloo, LLC, (“Gloo”) and the individual or organization (“Company”) that executes Gloo’s Order Form. Gloo provides an interactive digital infrastructure (“Infrastructure”) through which a network of users and organizations may establish and maintain platforms (“Company Platforms”) for use in facilitating increased communication, engagement and growth with its target audience (“Members”). This MSA describes the terms and conditions under which Gloo will provide access to Company to establish a Company Platform through Gloo’s Infrastructure, Data, Services and Utilities. This MSA, together with any Order Forms (“Order Form”), Statements of Work (each a “SOW”) if any, along with Gloo’s underlying [Terms of Service](#) and [Privacy Policy](#) shall be collectively referred to as the “Agreement”) and shall be considered one integrated agreement between the parties. The Order Form shall provide a high-level summary of the Infrastructure and Services to be provided. The SOW, if any, shall describe the detail of the Professional and Managed Services to be provided.

1. Services. Gloo provides each of Infrastructure, Data Utilities, Distribution Rights and Managed Services (collectively, the “Services”) that enable Companies to establish and maintain Company Platforms. The specific Services provided by Gloo to the Company, Members or administrative users established to act as agents of the Company, if any, (“Admin Users”) under this Agreement are described in Order Forms and SOWs, if any. Company, Members and any Admin Users are collectively referred to in the Terms of Service as “Users”. Company’s use of the Services shall comply with all laws, regulations and applicable internal policies.

a. **Infrastructure.** To the extent noted on the Order Form, Gloo grants Company a non-sublicensable, non-transferable, non-exclusive, limited license for the Term to use the Infrastructure to create and maintain a Company Platform for the Users use described above, including, without limitation, storage, display, reproduction, distribution and/or transmission of Company Content to its Members. Specific Infrastructure functionality is described on Order Forms and/or SOWs.

b. **Data Utility.** Gloo’s Data Utilities enable the Company to access and use data and other information obtained from certain Users regarding their access to and use of the Infrastructure and the Company Platform (“User Data”) as may be further set forth in Order Form and SOWs. In connection with the Infrastructure Services, Gloo may collect, access, and use User Data in accordance with the Terms of Service and Privacy Policy in effect at the time the User Data is collected. To the extent not otherwise provided by the Users, Company grants Gloo all rights and licenses necessary to collect, access, and use the User Data obtained from Users accessing the Company Platform and other Infrastructure on behalf of Users in accordance with the Terms of Service and Privacy Policy. Company’s use of User Data, if any, must comply with all laws and regulations as well as be consistent with the permitted uses in Gloo’s Terms of Service and Privacy Policy.

c. **Professional and Managed Services.** Gloo offers Professional and Managed Services from full service digital onboarding to more targeted content development and/or strategic services. The specific Professional and Managed Services, if any, provided in connection with this MSA will include those described on SOWs.

d. **Distribution Rights.** Gloo grants Company the Distribution Rights to enable Company to distribute and make programs, content, written text, media files and videos, photographs and other resources (collectively, “Company Content”) available through the Company Platform and the Infrastructure to Users both free of charge, and, to the extent indicated on Order Forms or SOWs, on a premium basis for a fee. Company Content may be combined with other Company products, services or software functionality into (“Programs” or “Utilities”), a subset of which may be made available through Gloo’s Infrastructure. Company’s Content, Programs, and Utilities shall collectively be referred to as “Company Resources”. Company will be responsible for determining all Company Resources for premium distribution and to the extent appropriate for assigning all fees at which premium Company Resources is made available through the Company Platform. Company owns or has all necessary rights to make available the Company Resources through Gloo’s Infrastructure to Users. Company grants Gloo the right to store, reproduce, display, distribute, transmit and gather data related to Company Resources through the Infrastructure to others as directed by Company and as provided in the Terms of Service. Except as set forth in SOWs, Company is responsible for onboarding all Company Resources onto the Company Platform and the Infrastructure and compliance with laws, regulations and the policies established by Gloo. All Content, other than Company Resources, accessed and consumed through the Infrastructure, including all intellectual property rights (“IPR”) therein, shall be considered the property of Gloo or other Users.

2. Background Technology

a. **General.** Company and its Members acknowledge that the Infrastructure, including all software, algorithms, logic flows, data and other technology used by or on behalf of Gloo to provide the Infrastructure, the Company Platform, other Platforms maintained on the Infrastructure or to provide the Services (collectively, the “Gloo Technology”) constitute the valuable IPR of Gloo. Company agrees that any and all IPR related to the Gloo Technology arising as a result of use by Company of the Gloo Technology, under this Agreement shall accrue solely to the benefit of Gloo and shall be assigned to Gloo upon demand by Gloo.

b. **Company Ownership.** All Company Resources and all intellectual property and proprietary rights, including all copyrights, trademarks, trade secrets, patents (and patent applications) and other analogous rights therein (“Company’s IPR”) uploaded or on-boarded onto the Infrastructure by Company will remain the property of Company.

c. **Gloo Ownership.** Gloo Technology, all modifications, derivatives, improvements, or enhancements to the Gloo Technology, and all IPR therein or relating thereto, are and will remain the exclusive property of Gloo and its licensors. Other than the rights to access and use the Infrastructure under this Agreement, no additional rights are granted to Gloo Technology and all rights relating to the Gloo Technology are reserved by Gloo.

d. **Warranties; DISCLAIMER.** Gloo represents that the Gloo Technology will perform in all material respects with the specifications provided in the applicable Order Forms, and SOWs if any. EXCEPT AS SET FORTH IN THE FIRST SENTENCE OF THIS SECTION 2, NEITHER GLOO NOR ITS SUPPLIERS OR DISTRIBUTORS MAKES ANY SPECIFIC PROMISES ABOUT THE GLOO TECHNOLOGY, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET COMPANY’S NEEDS, AND THE GLOO TECHNOLOGY IS PROVIDED “AS IS.”

3. Term and Termination. This MSA will become effective on the date on the Order Form (“Effective Date”) and continue for the term set forth in the related Order Forms between the parties (“Term”). In the event of termination of this Agreement, Gloo will provide transition services on terms to be determined at that time to remove the Company Platform, including access to Company Resources upon a mutually approved timescale; provided, however, Company recognizes that (i) Gloo may maintain copies of Company Resources for record keeping purposes and (ii) Users that have accessed Company Resources prior to the effective date of termination will continue to have access to such Company Resources, including results, accomplishments, certifications and other data resulting from the User’s prior engagement with the Company Resources.

4. Payment Terms. Each Party agrees to pay the other Party according to the fees schedules set forth in the Order Form. Gloo is authorized to inspect, during normal business hours and upon five (5) business days’ notice, any Client location where the Infrastructure are being possessed or used for information pertinent to Company’s compliance with the requirements of this Agreement and any fees due. Audits will be conducted by Gloo in a manner that does not unreasonably disrupt Company’s normal operating procedures or violate any other Company confidentiality obligations.

5. Limitation of Liability; Indemnification.

a. EXCEPT TO THE EXTENT CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY: (1) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING ANY LOST, CORRUPTED OR ALTERED DATA, LOSS OF USE OF DATA, RECOVERY OF DATA, OR LOSS OR INTERRUPTION OF BUSINESS OR PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND (2) IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO GLOO BY COMPANY UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN STATES WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, THE LIABILITY OF EACH PARTY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

b. Company agrees to indemnify and hold Gloo, its agents and employees harmless from and against any damages, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of third-party claim that may arise against Gloo as a result of any use by Company in breach of the terms of this Agreement.

6. Governing Law and Venue. The interpretation of the rights and obligations under this Agreement will be governed by the laws of the State of Colorado, U.S.A. as such laws apply to contracts between Colorado residents performed entirely within Colorado, without regard to the conflict of laws provisions thereof. Each party will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal court in the District of Colorado, U.S.A. or in state court in Denver, Colorado U.S.A.

7. General; Miscellaneous. This MSA supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of the MSA. In the event of any conflict between this MSA and any Order Form or SOW, the Order Form then this MSA shall control. In the event of any conflict between this MSA, Order Form or SOW, on the one hand, and the Terms of Service, on the other hand, this MSA, Order Form or SOW, as applicable shall control. Each party agrees to and does hereby make any assignments necessary to provide the other party with the ownership rights set forth and established under this Agreement. The parties are independent contractors, and nothing in this Agreement will be construed as creating an employer-employee relationship, partnership, or joint venture between the parties. This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Any information, records, documents, descriptions or other disclosures of whatsoever nature or kind which are made or disclosed by one party to the other, or are learned or discovered by a party in the course of performing its obligations under this Agreement and not known by or available to the public at large, including the terms of this MSA, Order Forms and each SOW, shall be received by such party in confidence. Such party shall not disclose or make use of any such information nor shall it authorize anyone else to make use thereof without the prior written consent of the other party, unless required by law.